

June 17, 2019 7:00 pm

JONES COUNTY BOARD OF COMMISSIONERS

REGULAR MEETING

JONES COUNTY AGRICULTURAL BUILDING, 110 MARKET STREET

TRENTON, NC 28585

MINUTES

COMMISSIONERS PRESENT:

Mike Haddock, Chairman
Frank Emory, Vice-Chairman
Sondra Ipock-Riggs, Commissioner
James Harper, Commissioner
April Aycock, Commissioner
Charlie Dunn, Jr., Commissioner
Charlie Gray, Commissioner

OFFICIALS PRESENT:

Franky J. Howard, County Manager
Brenda Reece, Finance Officer
Angelica Hall, Clerk
Ross Hardeman, County Attorney

COMMISSIONERS ABSENT:

The Chairperson called the meeting to order and Commissioner Frank Emory gave the invocation. **MOTION** was made by Commissioner Frank Emory, seconded by Commissioner Charlie Dunn Jr. and unanimously carried **THAT** the agenda be **APPROVED** with the following additions:

- 20. Budget Amendments #25-26
- 21. Resolution

MOTION made by Commissioner James Harper, seconded by Commissioner Charlie Dunn Jr., and unanimously carried **THAT** the minutes for the Work Session May 6, 2019 and Regular Meeting May 20, 2019 be **APPROVED** as presented.

PUBLIC COMMENT PERIOD:

Steve Moore, Recreation Department, expressed his concerns about the use of gym and what they will do for basketball season being 5 months way.

Mr. Jack Kerstetter, 431 Henderson Road, explained that he and his wife were in a car accident and wanted to thank Commissioner Sondra Ipock-Riggs for stopping to help them.

1. CRAVEN COUNTY (CARTS) REQUEST FOR FUNDING-ROAP

Mrs. Brenda Reece, Finance Officer presented the Board with the Craven County (CARTS) request for Funding (ROAP). This item was reviewed and discussed at the Board work session on June 10, 2019. **MOTION** made by Commissioner Frank Emory, seconded by

Commissioner April Aycock, and unanimously carried **THAT** the funding request be **APPROVED** as presented. A copy of the request is marked **EXHIBIT A** and is hereby incorporated and made a part of the minutes.

2. HAZARD MITIGATION GRANT PROGRAM- DESIGNATION OF AGENTS

Mrs. Brenda Reece, Finance Officer, presented the Board with the Designation of Agents Resolution for the Hazard Mitigation Grant Program. This item was reviewed and discussed at the Board work session on June 10, 2019. **MOTION** made by Commissioner Sondra Ipock-Riggs, seconded by Commissioner Frank Emory, and unanimously carried **THAT** the Designation of Agents Resolution be **APPROVED** as presented. A copy of the resolution is marked **EXHIBIT B** and is hereby incorporated and made a part of the minutes.

3. AGREEMENT WITH TOWNSHIP 7 FIRE AND RESCUE DEPARTMENT

Mr. Franky Howard, County Manager, provided the Board with the Township 7 Agreement. This item was reviewed and discussed at the Board work session on June 10, 2019. A copy of this Agreement is marked **EXHIBIT C** and is hereby incorporated and made a part of the minutes.

4. CDBG-NR PUBLIC HEARING

MOTION was made by Commissioner Frank Emory, seconded by Commissioner Sondra Ipock-Riggs and unanimously carried that the Board go into Public Hearing for the CDBG-NR Program.

Mr. Howard explained that this was the first of two public hearings in reference to this program. The overview for the Grant Program is marked **EXHIBIT D** and is hereby incorporated and made a part of the minutes.

Ms. Eileen Dove asked if the funding was per person? Also, Ms. Dove wanted to know if special consideration was given to the hurricane victims.

Mr. Jerol Bryant wanted to know what agency was administering the money.

MOTION was made by Commissioner Frank Emory, seconded by Commissioner James Harper and unanimously carried that the Board go out of Public Hearing.

5. RESOLUTION- SUPPORT OF HEALTHCARE FOR EASTERN NORTH CAROLINA AND FUNDING FOR VIDANT HEALTH

Mr. Franky Howard, County Manager, presented the Board with a Resolution for Support of Healthcare for Eastern North Carolina and Funding for Vidant Health. This item was reviewed and discussed at the Board work session on June 10, 2019. **MOTION** was made by

Commissioner Frank Emory seconded by Commissioner April Aycock, and carried **THAT** Resolution be **APPROVED** as presented. Commissioner Sondra Ipock-Riggs Opposed. A copy of the Resolution is marked **EXHIBIT E** and is hereby incorporated and made a part of the minutes.

6. 2020 CENSUS- CREATION OF COMPLETE COUNT COMMITTEE

Mr. Franky Howard, County Manager, presented the Board with a Resolution for the creation of a Jones County Complete Count Committee for the 2020 Census. This item was reviewed and discussed at the Board work session on June 10, 2019. **MOTION** was made by Commissioner Frank Emory seconded by Commissioner Charlie Dunn Jr., and unanimously carried **THAT** the Resolution be **APPROVED** as presented. A copy of the Resolution is marked **EXHIBIT F** and is hereby incorporated and made a part of the minutes.

7. TAX REFUND REQUEST

Mr. Franky Howard, County Manager, presented the Board with a Tax Refund Request for Ms. Stephanie Monnette in the amount of \$332.70. This item was reviewed and discussed at the Board work session on June 10, 2019. **MOTION** was made by Commissioner Charlie Dunn Jr. seconded by Commissioner Frank Emory, and unanimously carried **THAT** the Tax Refund request for Stephanie Monnette in the amount of \$332.70 be **APPROVED** as presented. A copy of this request is marked **EXHIBIT G** and is hereby incorporated and made a part of the minutes.

8. LATE PROPERTY TAX EXEMPTION/EXCLUSION APPLICATION FOR TRENT RIVER FARM, LLC

Mr. Franky Howard, County Manager, presented the Board with a Late Property Tax Exemption/Exclusion Application for Trent River Farm, LLC. This item was reviewed and discussed at the Board work session on June 10, 2019. **MOTION** was made by Commissioner Frank Emory seconded by Commissioner James Harper, and unanimously carried **THAT** the Late Application be **APPROVED** as presented. A copy of the application is marked **EXHIBIT H** and is hereby incorporated and made a part of the minutes.

9. REAPPOINTMENT- TAX ASSESSOR/ADMINISTRATOR

Mr. Franky Howard, County Manager, presented the Board with a request for the re-appointment of Hope Avery as Jones County Tax Assessor/Administrator through June 30, 2020. **MOTION** was made by Commissioner Frank Emory seconded by Commissioner James Harper, and unanimously carried **THAT** the reappointment request be **APPROVED** as presented.

10. REAPPOINTMENT- TAX COLLECTOR

Mr. Franky Howard, County Manager, presented the Board with a request for the re-appointment of Susan Riggs as the Jones County Tax Collector through June 30, 2020. **MOTION** was made by Commissioner James Harper seconded by Commissioner April Aycock, and unanimously carried **THAT** the reappointment request be **APPROVED** as presented.

11. BOC MEETING SCHEDULE

Mr. Franky Howard, County Manager, presented the Board with the following updated BOC Meeting Schedule: Regular meetings with Public Comment will be held on the 1st and 3rd Mondays at 7pm. Agenda Workshops will be held as needed on the second Monday at 7pm with Public Comment at the discretion of the Board. **MOTION** was made by Commissioner Sondra Ipock-Riggs, seconded by Commissioner James Harper, and unanimously carried **THAT** Updated Meeting Schedule for the BOC be **APPROVED** as presented.

12. LCC BOARD OF TRUSTEE APPOINTMENT

Mr. Franky Howard, County Manager, presented the Board with the following names that submitted letters for the LCC Board of Trustees vacant position: Schumata Brown, Mandy Marshburn, Carolyn Lane, Kyle Koonce and Phoebe Emory. The letters were reviewed and discussed at the Board work session on June 10, 2019. As discussed in the work session on June 10, 2019, the voting will be conducted by Ballot. The results are as follows: Frank Emory voted for Phoebe Emory, April Aycock voted for Kyle Koonce, Mike Haddock voted for Kyle Koonce, James Harper voted for Kyle Koonce, Charlie Gray voted for Kyle Koonce, Charlie Dunn Jr. voted for Schumata Brown and Sondra Ipock-Riggs voted for Schumata Brown. It was determined by votes that Kyle Koonce is appointed to the LCC Board of Trustee. A copy of the ballots are marked **EXHIBIT I** and is hereby incorporated and made a part of the minutes.

13. SCHOOL BOARD STIPEND INCREASE

Mr. Franky Howard, County Manager, presented the Board with a request from the School Board for a \$200/month stipend increase. **MOTION** was made by Commissioner Charlie Gray, seconded by Commissioner Charlie Dunn Jr., and unanimously carried **THAT** the request to increase the School Board stipend be **APPROVED** as presented. Chairperson Mike Haddock, Commissioner Sondra Ipock-Riggs and Commissioner Frank Emory Opposed.

14. MAYSVILLE WATER USE AGREEMENT

Mr. Franky Howard, County Manager, presented the Board with an updated Water Use Agreement between Maysville and Jones County. Mr. Howard explained to the Board that Maysville has been allowed to go onto Jones County Water as they are dealing with a water quality issue. **MOTION** was made by Commissioner April Aycock, seconded by Commissioner Frank Emory, and unanimously carried **THAT** the Updated Agreement be

APPROVED as presented. A copy of the agreement is marked **EXHIBIT J** and is hereby incorporated and made a part of the minutes.

15. WASTE INDUSTRIES CURBSIDE SERVICE CONTRACT EXTENSION

Mr. Franky Howard, County Manager, presented the Board with a contract extension with Waste Industries. This item was discussed during the Budget Meetings. **MOTION** was made by Commissioner James Harper, seconded by Commissioner April Aycock, and unanimously carried **THAT** the contract extension be **APPROVED** as presented.

A copy of the contract is marked **EXHIBIT K** and is hereby incorporated and made a part of the minutes.

16. TAX REFUND REQUEST-HOOD FARM SOLAR

Mr. Franky Howard, County Manager, presented the Board with a Tax Refund Request for Hood Farm Solar. Mr. Howard explained that the State Tax Commission has ruled that Solar Farms Exemptions are valid even before they are "On-Line". Due to this we have to refund taxes collected from Hood Farm in the amount of \$48,356.39 as part of a tax discovery done back in 2017. **MOTION** was made by Commissioner Sondra Ipock-Rigg, seconded by Commissioner Frank Emory, and unanimously carried **THAT** the Tax Refund to Hood Farm Solar in the amount of \$48,356.39 be **APPROVED** as presented. A copy of the refund request is marked **EXHIBIT L** and is hereby incorporated and made a part of the minutes.

17. RESOLUTION- SUPPORT OF SENATE BILL 377- THE MILITARY BASE PROTECTION ACT

Mr. Franky Howard, County Manager, presented the Board with a Resolution to Support the Senate Bill 377- The Military Base Protection Act. **MOTION** was made by Commissioner Sondra Ipock-Riggs, seconded by Commissioner Frank Emory, and unanimously carried **THAT** the resolution be **APPROVED** as presented. A copy of the resolution is marked **EXHIBIT M** and is hereby incorporated and made a part of the minutes.

18. REGIONAL AGING ADVISORY COMMITTEE-REQUEST TO APPOINT MR. JEROL BRYANT

Mr. Franky Howard, County Manager, presented the Board a request to appoint Mr. Jerol Bryant to the Regional Aging Advisory Committee Board. **MOTION** was made by Commissioner April Aycock, seconded by Commissioner Charlie Dunn Jr. , and unanimously carried **THAT** the appointment request be **APPROVED** as presented. A copy of the request is marked **EXHIBIT N** and is hereby incorporated and made a part of the minutes.

19. CLOSED SESSION UNDER 143-318.11(a)(3)

MOTION made by Chairperson Mike Haddock. seconded by Commissioner Frank Emory, and unanimously carried **THAT** the meeting go into **CLOSED** under NCGS 143.318.11(a)(3).

MOTION made by Commissioner April Aycock and seconded by Commissioner Sondra Ipock-Riggs and unanimously carried to go out Closed Session.

20. BUDGET AMENDMENTS #25- 26

Mr. Franky Howard, County Manager, presented the Board with Budget Amendments #25 - #26 for approval. **MOTION** was made by Commissioner April Aycock seconded by Commissioner James Harper, and unanimously carried **THAT** Budget Amendments #25 - #26 be **APPROVED** as presented. A copy of these amendments is marked **EXHIBIT O** and is hereby incorporated and made a part of the minutes.

21. RESOLUTION- JONES COUNTY FINANCE CORPORATION

Mr. Franky Howard, County Manager, presented the Board with the Jones County Finance Corporation Resolution. **MOTION** was made by Commissioner April Aycock seconded by Commissioner James Harper, and unanimously carried **THAT** resolution be **APPROVED** as presented. A copy of the resolution is marked **EXHIBIT P** and is hereby incorporated and made a part of the minutes.

COUNTY MANAGER'S REPORT

None

COMMISSIONER'S REPORTS

Commissioner April Aycock requested an update on the Emergency Services plan for hurricane season and an update on the plans for the meeting recordings. Also, Commissioner Aycock stated she spoke with Beverly Hines about grants for the Recreation Department and requested the Board allow her to come for a presentation.

Commissioner Charlie Dunn Jr. wanted to know if the county had any ordinances for condemning homes. Commissioner Dunn Jr. requested an update on the plans to have a joint meeting with the School Board and an update on the hiring of a Recreation Department Director.

Commissioner Sondra Ipock-Riggs requested an update on the contracts for the new hires.

Commissioner Frank Emory requested an update on the SOP for Hurricane Season, the Hurricane Awareness Training, the communication plans during a storm and an update on the Broadband.


Commissioner James Harper requested an update on the Board's decision to evaluate the County Manager, Finance Officer, Clerk and County Attorney. Commissioner Harper also requested an update on the Board meeting with the Department Heads.

Commissioner Charlie Gray requested an update on the Trent River clean up and an update from the Hoffman Forest.

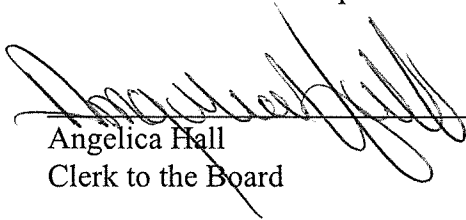
PUBLIC COMMENT

Ms. Donna Paige announced that her non-profit organization will be serving lunch children ages 2 -18 years old at the Maysville Elementary from 8 am -9 am and 11 am - 12 pm for the summer.

MOTION made by Commissioner Charlie Gray, seconded by Commissioner April Aycock, and unanimously carried **THAT** the meeting be **ADJOURNED** at 9:08 p.m.



Mike Haddock
Chairman



Angelica Hall
Clerk to the Board



**Craven Area Rural Transit System
PUBLIC TRANSPORTATION**

2822 Neuse Blvd.
New Bern, North Carolina 28562
Phone: 252-636-4917 - Fax: 252-636-4919
Email: carts@cravencountync.gov



June 5, 2019

County of Jones, Finance Office
Attn: Brenda Reece
418 Hwy 58 N, Unit A
Trenton, NC 28585

Dear Ms. Reece,

Craven County has expended all of the Rural Operating Assistance Program (ROAP) funds allocated for employment related transportation (EMP). We would like to request any unspent Jones County EMP funds, not to exceed \$4,639, to be used in Craven County for employment related transportation already provided.

The requested transfer of funds between counties is allowed based on the Program Administration Guide for the ROAP because Jones and Craven are part of the same regional transportation system.

If you need any additional information, please feel free to contact me at (252) 636-4917.

Sincerely,

A handwritten signature in cursive script that reads "Kelly Walker".

Kelly Walker
CARTS Transportation Director

RESOLUTION

DESIGNATION OF APPLICANT'S AGENT

North Carolina Division of Emergency Management

Organization Name (hereafter named Organization) Jones County, North Carolina	Disaster Number: DR-4285
Applicant's State Cognizant Agency for Single Audit purposes (If Cognizant Agency is not assigned, please indicate): North Carolina Department of Crime Control and Public Safety	
Applicant's Fiscal Year (FY) Start Month: July Day: 1	
Applicant's Federal Employer's Identification Number 56 - 6000312	
Applicant's Federal Information Processing Standards (FIPS) Number - -	

PRIMARY AGENT	SECONDARY AGENT
Agent's Name Franky J. Howard	Agent's Name Brenda Reece
Organization Jones County, NC	Organization Jones County, NC
Official Position County Manager	Official Position Finance Officer
Mailing Address 418 Hwy 58 N, Unit A	Mailing Address 418 Hwy 58 N, Unit A
City, State, Zip Trenton, NC 28585	City, State, Zip Trenton, NC 28585
Daytime Telephone (252) 448-7571	Daytime Telephone (252) 448-5111
Facsimile Number (252) 448-1072	Facsimile Number (252) 448-1072
Pager or Cellular Number (252) 229-1411	Pager or Cellular Number (910) 330-7481

BE IT RESOLVED BY the governing body of the Organization (a public entity duly organized under the laws of the State of North Carolina) that the above-named Primary and Secondary Agents are hereby authorized to execute and file applications for federal and/or state assistance on behalf of the Organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or as otherwise available. BE IT FURTHER RESOLVED that the above-named agents are authorized to represent and act for the Organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to such disaster assistance required by the grant agreements and the assurances printed on the reverse side hereof. BE IT FINALLY RESOLVED THAT the above-named agents are authorized to act severally. PASSED AND:

APPROVED this day of , 20 .

GOVERNING BODY	CERTIFYING OFFICIAL
Name and Title Mike Haddock, Chairperson, Charley Gray, Commissioner	Name Angelica Hall
Name and Title Frank Emory, Vice-Chairperson, Charlie Dunn, Commissioner	Official Position Clerk to the Board
Name and Title	Daytime Telephone (252) 448-7571

CERTIFICATION

I, Angelica K. Hall, (Name) duly appointed and Clerk to the Board (Title) of the Governing Body, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Governing Body of Jones County (Organization) on the 17th day of June, 20 19.

Date: 6/17/19

Signature: Angelica K. Hall

NORTH CAROLINA

JONES COUNTY

AGREEMENT

This agreement, effective this 1st day of July 2019 by Jones County, a body politic and corporate, hereinafter called "County" and the Number 7 Township Fire & Rescue Department of Craven County, NC hereinafter called the "Fire Department", a non-profit corporation.

WITNESSETH

That for and in consideration of the mutual covenants hereinafter contained, pursuant to authority granted by G.S. § 160A-293 and G.S. § 153A-305, Number 7 Township Fire & Rescue Department of Craven County, NC and the County of Jones do hereby covenant and agree as follows:

1. The Fire Department will furnish fire protection to the Rock Creek, Island Creek Estates and Bear Run District, which protection shall include, but not limited to the use of fire trucks, pumps, hose and all other equipment;
2. This agreement shall begin on 1 July 2019 and continue until midnight on 30 June 2020;
3. Jones County will pay a monthly amount equal to the taxes collected each month to Fire Department for fire protection service to be derived from taxes collected within the said Rock Creek, Island Creek Estates and Bear Run District and from other revenues that are available to the Fire Department;
4. The Fire Department shall keep in effect a policy of errors and omissions insurance for each member of the Department which holds the county harmless for any errors and omissions;
5. Jones County hereby releases the Fire Department and the Fire Department hereby releases Jones County to the extent of their respective insurance coverage, from any liability or loss or damage caused by fire or any of the extended coverage casualties included in their respective insurance policies, even if such fire or other casualty should be brought about by the fault or negligence of the other party, or such party's agents or employees;
6. The Fire Department will complete and submit to the Fire Marshall within three (3) days after a fire within Jones County, the required fire incident report as required by sections 61-1 and 143A-52 of the General Statutes of the State of North Carolina;
7. If either party wishes to be separated from this agreement then they would need to notify the other party in writing stating the reasons and this letter has to be submitted at least 90 days before 30 June of each year.

IN WITNESS WHEREOF, Jones County has caused this agreement to be signed by the Chairman, and attested by the Clerk to the Board of Commissioners of Jones County, and

Overview of 2019 North Carolina Community Development Block Grant (CDBG) Program

The purpose of the public hearing is to provide explanation of the eligible activities and proposed uses of federal grant funds from the 2019 North Carolina Community Development Block Grant (CDBG) Program. The State of NC expects to receive approximately \$48 million in CDBG funds in 2019 from the US Department of Housing and Urban Development. There are three basis categories of CDBG funds: Infrastructure (Water and Sewer), Neighborhood Revitalization and Economic Development.

The Infrastructure Program through the NC Division of Water Infrastructure provides up to \$2,000,000 in grant funds for the replacement of deteriorating water and sewer lines, wells, sewer lift stations and wastewater treatment plants that primarily serve low to moderate income people. No local match is required. Maximum funds available statewide for 2019 are approximately \$22,000,000.

The Neighborhood Revitalization Program provides up to \$750,000 for housing assistance for low to moderate income people, including rehabilitation, reconstruction, clearance, and relocation. The houses can be concentrated in a neighborhood area or scattered throughout the jurisdiction. Funds can be used to extend new or upgrade old water and sewer lines to serve new single-family or multi-family housing developments. Maximum funds available statewide for 2019 are approximately \$10,000,000. No local match is required.

The Economic Development Program provides up to \$1,000,000 (or more) in grant assistance for water and sewer improvements to lines, lift stations and wastewater treatment plants that serve new or expanding industries that commit to create or retain jobs of which 60% are low to moderate income workers. No local match is required for Tier 1 counties. Maximum funds available statewide for 2019 are approximately \$10,000,000.

During the remainder of the year, citizens may provide comments or recommendations on proposes projects or proposed uses of CDBG funds within the County. If the County decides to apply in the Infrastructure category, a second public hearing would be held prior to submitting an application to the NC Division of Water Infrastructure. If the County decides to apply in the Neighborhood Revitalization category or Economic Development Category, a second public hearing would be held prior to submitting an application to the NC Department of Commerce – Rural Economic Development Division. During the second public hearing, information would be provided on the proposed project activities, proposed uses of the CDBG funds and the proposed budget. Citizens would be able to comment on any proposed CDBG Project.

As a recipient of CDBG funds, the County strongly supports activities that promote fair housing in the community and encourages housing providers, lenders and real estate brokers to support and undertake fair housing practices in their communities.





**PITT COUNTY
BOARD OF COMMISSIONERS**
1717 W. 5TH STREET
GREENVILLE, NC 27834-1696
TELEPHONE: (252) 902-2950
FAX: (252) 830-6311

**Board of County
Commissioners**
Alex Albright
Tom Coulson
Mike Fitzpatrick
Ann Floyd Huggins
Melvin McLawhorn
Christopher W. Nunnally
Beth B. Ward
Lauren White
Mary Perkins-Williams

May 31, 2019

Re: **URGENT** Action Needed to Support Healthcare in Eastern North Carolina

Greetings:

As one of the 29 counties in the East who have benefitted tremendously from the partnership between Vidant Health and the Brody School of Medicine at East Carolina University, I am urging you to present and adopt this resolution supporting healthcare in eastern North Carolina at your meeting Monday or as soon as possible.

As you may know, the proposed budget in the North Carolina Senate cuts approximately \$35 million from the Vidant budget that has been in place for many years. This cut, combined with the \$38 million reduction due to changes in the State Health Plan will have devastating consequences for healthcare in the East. The General Assembly will meet within the next week to confer upon a final budget between the House and Senate. It is critical that our voices be heard by the General Assembly immediately.

We must all work together to support healthcare for our citizens in eastern North Carolina. Please do not hesitate to Pitt County Government if you need any additional information. I thank you in advance for your quick response and support to rally in favor of healthcare in the East.

Sincerely,

A handwritten signature in cursive script that reads "Beth B. Ward".

Beth B. Ward, Chair
Pitt County Board of Commissioners

**HEALTHCARE FOR EASTERN NORTH CAROLINA
RESOLUTION IN SUPPORT OF HEALTHCARE FOR EASTERN NORTH CAROLINA
AND FUNDING FOR VIDANT HEALTH**

WHEREAS, the people of Pitt County and eastern North Carolina have benefited tremendously from the healthcare provided by Vidant Health in partnership with the Brody School of Medicine at East Carolina University; and

WHEREAS, Vidant Health is committed to having high quality health care services accessible to all people in rural eastern North Carolina, regardless of ability to pay; and

WHEREAS, Vidant Health encompasses Vidant Medical Center in Pitt County, as well as community hospitals in Beaufort County, Duplin County, Edgecombe County, Bertie County, Hertford County, Chowan County and Dare County, in addition to Vidant physician practices throughout eastern North Carolina. These partners join together to improve the health and well-being of eastern North Carolina; and

WHEREAS, the proposed budget by the North Carolina Senate cuts Vidant Medical Center's Medicaid Reimbursement by approximately \$35 million beginning July 1, 2019; and

WHEREAS, this would be in addition to the \$38 million annual cut to Vidant resulting from changes to the State Health Plan taking effect on January 1, 2020; and

WHEREAS, together, this \$73 million cut equates to about three percent of the annual operating budget, which is more than Vidant's operating margin for FY 2018. These cuts will eliminate 100% of the system's bottom line; and

WHEREAS, Vidant Health remains and will continue to serve as the primary affiliated teaching hospital for the Brody School of Medicine at East Carolina University.

NOW THEREFORE BE IT RESOLVED, that the Pitt County Board of Commissioners opposes cuts to funding for Vidant Health as the teaching hospital for the Brody School of Medicine at East Carolina University, and urges the North Carolina General Assembly to keep in place funding necessary to assure access to high quality healthcare for all people in eastern North Carolina; and

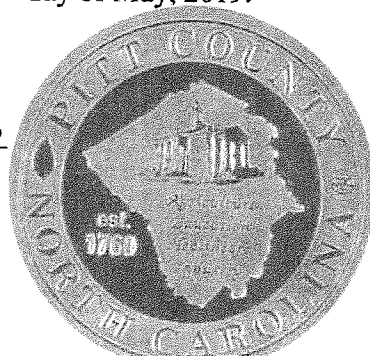
BE IT FURTHER RESOLVED, that all counties in eastern North Carolina that benefit from the services offered by Vidant Health and its partners are urged to adopt a similar resolution to send to their legislative delegations; and

BE IT FURTHER RESOLVED, that this resolution be immediately sent to all members of the North Carolina General Assembly and the Governor.

Adopted this the 30th day of May, 2019.

Attest:

Janna T. Singleton
Janna T. Singleton
Deputy Clerk to the Board



Beth B. Ward
Beth B. Ward, Chairman
Pitt County Board of Commissioners

EXHIBIT F

RESOLUTION

A RESOLUTION CREATING A CENSUS 2020 COMPLETE COUNT COMMITTEE TO PLAN AND CONDUCT LOCAL EDUCATIONAL INITIATIVES, PUBLICITY AND PROMOTIONAL ACTIVITIES TO INCREASE COMMUNITY AWARENESS AND PARTICIPATION IN THE 2020 CENSUS

WHEREAS, the United States of America has performed a nationwide census every ten years since 1790, with the last census being in 2010; and

WHEREAS, an accurate census is essential for the allocation of representatives to serve in the legislative bodies of the U.S. House of Representatives as well as to determine other state and local legislative, school, and voting districts; and

WHEREAS, accurate census information is critical to planning for future growth, development, and the social needs of Jones County; and


WHEREAS, the goal of the 2020 U.S. Decennial Census is to count everyone once, only once, and in the right place; and

WHEREAS, all responses to the U.S. Census Bureau remain confidential and are protected under Title 13 of the U.S. Code; and

WHEREAS, the purpose of the Complete Count Committee will be to advise and assist Jones County in obtaining the most accurate and complete population count for Census 2020 by increasing the number of County responses through a focused, structured neighbor-to-neighbor program. The committee will also utilize the local knowledge, expertise and influence of each committee member to design and implement a census awareness campaign targeted to the Jones County community.

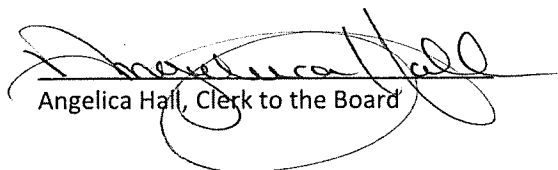
THEREFORE, BE IT HEREBY RESOLVED that the Board of Commissioners of Jones County, North Carolina, will partner with the U.S. Census Bureau by establishing and supporting the Jones County Complete Count Committee to utilize the knowledge, influence, and resources of trusted local voices in government, education, business, healthcare, community-based organizations, faith-based groups, the media and others to implement a census awareness campaign designed to maximize participation in and responses to the 2020 United States Decennial Census.

This the 17 day of June, 2019.



W. Michael Haddock, Chairman

Attest:



Angelica Hall, Clerk to the Board





EXHIBIT G

Stephanie Monette town of Maysville refund 2015 - 2017

1 message

Susan Riggs <sbriggs@jonescountync.gov>

Thu, Jun 6, 2019 at 9:34 AM

To: Brenda Reece <breece@jonescountync.gov>

Cc: Hope Avery <havery@jonescountync.gov>, Angelica Hall <ahall@jonescountync.gov>

Brenda,

Stephanie Monette has requested a refund for taxes which were paid in error to the town of Maysville since 2013. Tax records show first tax billing was in 2014. The 2014 bill was adjusted and a refund was issued on July 15, 2015. Tax records for 2015, 2016 and 2017 show Ms. Monette paid the town of Maysville and there were no adjustments or refunds for those years.

I am submitting a request of refund in the amount of \$332.70 due to an illegal tax under NC General Statute 105-381. Please submit this before the board of commissioners at the next session.

Attached you will find her letter and supporting documents. The account has been corrected for 2018 and forward.

Thank you,

Susan B. Riggs

Jones County Tax Collector

Jones County NCVTS Administrator

Jones County Tax Collector**418 Hwy 58 N****P.O. Box 87****Trenton, NC 28585****T 252-448-2546****E sbriggs@jonescountync.gov*****I may not have all the answers, but I know the one who does.*****Pay Online:**https://www.jonescountync.gov/index.asp?SEC=88F04D8B-5075-440E-9B07-17987FB19327&Type=B_BASIC

Pursuant to North Carolina General Statutes Chapter 132, Public Records, this electronic mail message and any attachments hereto, as well as any electronic mail message(s) that may be sent in response to it may be considered public record and as such are subject to request and review by third parties.

Jones County is an Equal Opportunity Provider

Pursuant to North Carolina General Statutes Chapter 132, Public Records, this electronic mail message and any attachments hereto, as well as any electronic mail message(s) that may be sent in response to it may be considered public record and as such are subject to request and review by third parties.

Jones County is an Equal Opportunity Provider

2 attachments**Stephanie Monette 2014 Tax History.docx**

72K

**Stephanie Monette Request for Refund 2019 (1).pdf**

355K

[Print Bill](#)
[Print](#)
[Mail](#)
[Reminders](#)
[History](#)

Bill Information

Year	Category	Number
2014	PP-R	1018618

Notes/Alerts

JAN 1 Owner: MONETTE, STEPHANIE D

Special Conditions/Notes

[View prior unpaid bills](#)

Effective Date

Due 06/05/2016

Billed Item Information

Year_Property 2014_28835 [View Source](#)

Property ID

Customer Information

Customer ID 1028835 [View Bills](#)

MONETTE, STEPHANIE DENISE TOLER
 PO BOX 144
 MAYSVILLE, NC 28555

Property Information

Parcel ID

Prop ID 28835 [View Bills](#)

Prop Loc

Installments Charges History Events Audits

Inst Number	Activity	Entry Date	Entry Time	Effective Date	Inst Number	Release	Year	Period	Journal Entry	Inst Number	Customer ID	Customer Name	Depa	Amount	Payment	Check/Ref Num	Paid By	Source	Clerk	Reason
222559	REFU...	07/15/2015		07/15/2015		Y	0	0		0	1028835	MONETTE, STE...		121.24			CWX	History		R
222560	PAYM...	08/28/2014		08/28/2014		Y	0	0		0	1028835	MONETTE, STE...		333.42			CWX	History		REF
123451	ADJ	06/07/2016		06/07/2016			0	0		0	1028835	MONETTE, STE...		-110.22				Adjustment	CWX	A
123452	ADJ	06/07/2016		06/07/2016			0	0		0	1028835	MONETTE, STE...		-11.02				Adjustment	CWX	A

Jones Co. Tax Office,

5-8-19

To whom it may concern,

I, Stephanie Denise Toler Monette, recently spoke to one of your representatives regarding an error to my property tax. I live at 805 8th Str. in Maysville which is actually just outside of the Maysville City limits. I moved here in 2013 and have paid City and County taxes since then. This past year was corrected when I paid it but I am requesting a refund for the prior years. The nice young lady I spoke to called me back and confirmed that the billing has been corrected going forward and to submit a written request for a refund for previous years. I will enclose a copy of last years bill & receipt along with a self addressed stamped envelope if you would be so kind as to mail that back. I apologize for this unprofessional letter and for having to send originals. Thank you for your time & consideration.

Stephanie Monette
910-333-4612
805 8th Str.
Maysville, NC 28555

05/20/2019 10:06
951sr19g

JONES COUNTY
RECEIPTS

P 1
arrecing

Year/Bill	2017 141	PAYMENT	Effective Date	08/21/17
Category	25 PERSONAL PROPERTY		Entry Date/Time	08/21/17 12:56:20
Receipt	278161		Clerk	951hp1t
Amount	295.45		Department	4140
Batch	19745		Source	TAX
External Batch			Paid By CID	17959
Reference	19745	MONETTE, STEPHANIE DENISE TOLE	Paid By Ref	MONETTE, STEPHANIE D
Deposit #	17952		Check #	960923
Customer	175		Payment Method	1 CHECK
Prop ID	08/24/2017		Web Transaction?	Y
Post Date	2018 02 256		Posted?	Y
Yr/Per/Jnl	2018 02 256		Reason	Released? Y Reversed? N
Cash Account	010000	110100		

Line	Chg	Cd	Desc	Interest	Principal	Adjusted
1	G01		JONES COUNTY P	.00	170.92	.00
2	G01		MAYSVILLE PERS	.00	97.67	.00
3	G01L		JONES COUNTY P	.00	17.09	.00
4	G01L		MAYSVILLE PP L	.00	9.77	.00
Instalment			Interest	.00	Principal 295.45	Adjusted .00

0.0000

120-24 *
100-02 *
01-01 *
9-77 *

0004

002-7000

05/20/2019 09:38
951ar1gg

JONES COUNTY
RECEIPTS

P 1
arrecing

Year/Bill	2016 150	PAYMENT	Effective Date	10/01/16
Category	25 PERSONAL PROPERTY		Entry Date/Time	10/31/16 13:43:01
Receipt	214195		Clerk	951bbarn
Amount	277.87		Department	4140
Batch	17046		Source	TAX
External Batch			Paid By CID	Payment Entry
Reference #	17046		Paid By Ref	17959
Deposit #	17959		Check #	21ST MORTGAGE
Customer	175	MONETTE, STEPHANIE DENISE TOLE	Payment Method	837095
Prop ID	10/31/2016		Web Transaction?	1 CHECK
Post Date	2017 04 249		Posted?	Y
Yr/Per/Jnl	2017 04 249		Released? Y	
Cash Account	010000	110100	Reversed? N	

Line	Chg	Cd	Desc	Interest	Principal	Adjusted
1	G01		JONES COUNTY P	.00	172.85	.00
2	C01		MAYSVILLE PERS	.00	105.02	.00
1	Installment		Interest	.00	Principal	Adjusted
					277.87	.00

05/20/2019 09:37
951st199

JONES COUNTY
RECEIPTS

P 1
arrecing



Year/Bill	2015 1020711	PAYMENT	Effective Date	08/04/15
Category	25 PERSONAL PROPERTY		Entry Date/Time	08/04/15
Receipt	236075		Clerk	
Amount	318.14		Department	Unknown
Batch			Source	
External Batch			Paid By CID	Unknown
Reference			Paid By Ref	Unknown
Deposit #	1028835	MONETTE, STEPHANIE DENISE TOLE	Check #	Unknown
Customer	28835		Payment Method	Unknown
Prop ID			Web Transaction?	Y
Post Date			Posted?	P
Yr/Per/Jnl	0000 00		Reason	
Cash Account	010000	110100		

Line	Chg	Cd	Desc	Interest	Principal	Adjusted
1	G01		JONES COUNTY P	.00	197.90	.00
9	G01		MAYSVILLE PERS	.00	120.24	.00
1	Installment		Interest	.00	Principal	Adjusted
					318.14	.00



EXHIBIT H

COUNTY OF JONES
JONES COUNTY TAX OFFICE
P.O. Box 87
Trenton, NC 28585-0087
Phone: (252) 448-2546
Fax: (252) 448-1080

Hope Avery
Tax Administrator/Assessor

Susan Riggs
Tax Collector

June 7, 2019

RE: Strata Master Lessee 5, LLC
Late Exclusion Application

Since this application was received by the tax office on April 17, 2019 after the close of the listing period, which is January 31st. It is left to the discretion of the board to approve or deny any late application per N.C. Gen. Stat §105-282.1(a1).

Which states:

(a1) Late Application. - Upon a showing of good cause by the applicant for failure to make a timely application, an application for exemption or exclusion filed after the close of the listing period may be approved by the Department of Revenue, the board of equalization and review, the board of county commissioners, or the governing body of a municipality, as appropriate. An untimely application for exemption or exclusion approved under this subsection applies only to property taxes levied by the county or municipality in the calendar year in which the untimely application is filed.

It is suggested to board that this late exclusion application for Strata Master Lessee 5, LLC be approved.

APPLICATION for TAX YEAR 2019

Property Tax Exemption or Exclusion

COUNTY: Jones

MUNICIPALITY: New Bern

Full Name of Owner(s): Strata Master Lessee 5, LLC

Trade Name of Business: Trent River Farm, LLC

Mailing Address of Owner: 800 Taylor Street, Suite 200, Durham, NC 27701

Phone Numbers: Home: _____ Work: (919)-960-6015 Cell: _____

List the Property Identification Numbers and addresses/locations for the properties included in this application (attach list if needed):

Property ID #: 544812539300 Address/Location: 6419 US Hwy 17 Business, New Bern, NC 28562

Property ID #: _____ Address/Location: _____

Property ID #: _____ Address/Location: _____

Non-Deferment Exemptions and Exclusions—Check or write in the exemption or exclusion for which this application is made. These exemptions or exclusions do not result in the creation of deferred taxes. However, taxes for prior years of exemption or exclusion may be recoverable if it is later determined that the property did not actually qualify for exemption or exclusion for those prior years.

- | | | | |
|--|--|--|-------------------------------------|
| <input type="checkbox"/> G.S. 105-275(8) | Pollution abatement/recycling | <input type="checkbox"/> G.S. 105-278.5 | Religious educational assemblies |
| <input type="checkbox"/> G.S. 105-275(17) | Veterans organizations | <input type="checkbox"/> G.S. 105-278.6 | Home for the aged, sick, or infirm |
| <input type="checkbox"/> G.S. 105-275(18),(19) | Lodges, fraternal & civic purposes | <input type="checkbox"/> G.S. 105-278.6 | Low- or moderate-income housing |
| <input type="checkbox"/> G.S. 105-275(20) | Goodwill Industries | <input type="checkbox"/> G.S. 105-278.6 | YMCA, SPCA, VFD, orphanage |
| <input checked="" type="checkbox"/> G.S. 105-275(45) | Solar energy electric system | <input type="checkbox"/> G.S. 105-278.6A | CCRC-Attach Form AV-11 |
| <input type="checkbox"/> G.S. 105-275(46) | Charter school property | <input type="checkbox"/> G.S. 105-278.7 | Other charitable, educational, etc. |
| <input type="checkbox"/> G.S. 105-277.13 | Brownfields-Attach brownfields agreement | <input type="checkbox"/> G.S. 105-278.8 | Charitable hospital purposes |
| <input type="checkbox"/> G.S. 105-278.3 | Religious purposes | <input type="checkbox"/> G.S. 131A-21 | Medical Care Commission bonds |
| <input type="checkbox"/> G.S. 105-278.4 | Educational purposes (institutional) | <input type="checkbox"/> Other: | _____ |

Tax Deferment Programs—Check the tax deferment program for which this application is made. ***These programs will result in the creation of deferred taxes that will become immediately due and payable with interest when the property loses eligibility. The number of years for which deferred taxes will become due and payable varies by program. Read the applicable statute carefully.***

- | | |
|--|---|
| <input type="checkbox"/> G.S. 105-275(12) | Nonprofit corporation or association organized to receive and administer lands for conservation purposes |
| <input type="checkbox"/> G.S. 105-275(29a) | Historic district property held as a future site of a historic structure |
| <input type="checkbox"/> G.S. 105-277.14 | Working waterfront property |
| <input type="checkbox"/> G.S. 105-277.15A | Site infrastructure land |
| <input type="checkbox"/> G.S. 105-278 | Historic property-Attach copy of the local ordinance designating property as historic property or landmark. |
| <input type="checkbox"/> G.S. 105-278.6(e) | Nonprofit property held as a future site of low- or moderate-income housing |

Describe the property: Solar photovoltaic system

Describe how you are using the property. If another organization is using the property, give their name, how they are using the property, and any income you receive from their use: This system is used to generate electricity for sale to the utility

AFFIRMATION: I, the undersigned, declare under penalties of law that this application and any attachments are true and correct to the best of my knowledge and belief. I have read the applicable exemption or exclusion statute. I fully understand that an ineligible transfer of the property or failure to meet the qualifications will result in the loss of eligibility. If applying for a tax deferment program, I fully understand that loss of eligibility will result in removal from the program and the immediate billing of deferred taxes.

Signature(s) of Owner(s): _____ Title: Manager Date: 4/15/2019

(All tenants of a tenancy _____ Title: _____ Date: _____

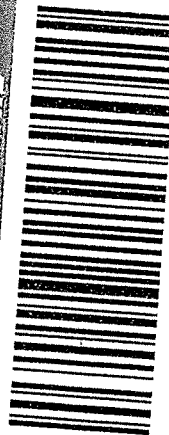
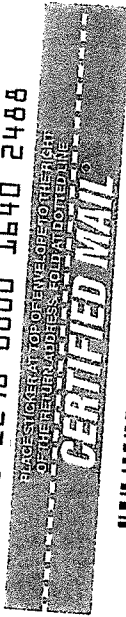
in common must sign.) _____ Title: _____ Date: _____

The Tax Assessor may contact you for additional information after reviewing this application.

OFFICE USE ONLY: ☐ APPROVED ☐ DENIED BY: _____ REASON FOR DENIAL: _____

Strata Solar, LLC
Attn: Asset Management
800 Taylor Street, Suite 200
Durham, NC 27701

7018 2290 0000 1640 2488



7018 2290 0000 1640 2488

U.S. POSTAGE PAID
FCM LETTER
DURHAM, NC
27701
APR 15, 19
AMOUNT



1000

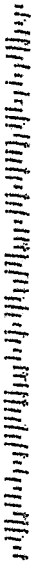
\$4.05

R2304H109041-08



Jones County Tax Assessor
P.O. Box 87
Trenton, NC 28585

28585-008787



Track Another Package +

Tracking Number: 70182290000016402488

Remove X

On Time

Expected Delivery on

WEDNESDAY

17

APRIL 2019 ⓘ

by 8:00pm ⓘ

✓ Delivered

April 17, 2019 at 11:44 am
Delivered
TRENTON, NC 28585

Get Updates ▾

Text & Email Updates

▾

Tracking History

▴

Feedback

April 17, 2019, 11:44 am
Delivered
TRENTON, NC 28585
Your item was delivered at 11:44 am on April 17, 2019 in TRENTON, NC 28585.

April 17, 2019, 8:58 am
Available for Pickup
TRENTON, NC 28585

April 17, 2019, 8:58 am
Arrived at Unit
TRENTON, NC 28585

April 16, 2019, 7:04 pm
Departed USPS Regional Facility
FAYETTEVILLE NC DISTRIBUTION CENTER ANNEX

April 16, 2019, 8:49 am
Arrived at USPS Regional Destination Facility
FAYETTEVILLE NC DISTRIBUTION CENTER ANNEX

April 15, 2019, 11:11 pm
Arrived at USPS Regional Facility
RALEIGH NC DISTRIBUTION CENTER

April 15, 2019, 6:42 pm
Departed Post Office
DURHAM, NC 27701

April 15, 2019, 3:44 pm

USPS in possession of item
DURHAM, NC 27701

Product Information



See Less ^

Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

FAQs (<https://www.usps.com/faqs/uspstracking-faqs.htm>)

Feedback

The easiest tracking number is the one you don't have to know.

With Informed Delivery®, you never have to type in another tracking number. Sign up to:

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- Automatically track the packages you're expecting.
- Set up email and text alerts so you don't need to enter tracking numbers.
- Enter USPS Delivery Instructions™ for your mail carrier.

Sign Up (<https://reg.usps.com/entreg>

[/RegistrationAction_input?app=UspsTools&appURL=https](#)

*NOTE: Black and white (grayscale) images show the outside, front of letter-sized envelopes and mailpieces that are processed through USPS automated equipment.

Ballot

LCC Board of Trustee Position

Shumata Brown

☐

Mandy Marshborn

☐

Carolyn Lane

☐

Kyle Koonce

☐

Phoebe Emory

☒

Please sign beside your name:

Mike Haddock

Signature: _____

Frank Emory

Signature: Frank Emory

April Aycock

Signature: _____

Charlie Dunn Jr.

Signature: _____

Sondra Ipock-Riggs

Signature: _____

James Harper

Signature: _____

Charlie Gray

Signature: _____

Ballot

LCC Board of Trustee Position

Shumata Brown

☐

Mandy Marshborn

☐

Carolyn Lane

☐

Kyle Koonce

☒

Phoebe Emory

☐

Please sign beside your name:

Mike Haddock

Signature: _____

Frank Emory

Signature: _____

April Aycock

Signature: April Aycock

Charlie Dunn Jr.

Signature: _____

Sondra Ipock-Riggs

Signature: _____

James Harper

Signature: _____

Charlie Gray

Signature: _____

Ballot

LCC Board of Trustee Position

Shumata Brown

☐

Mandy Marshborn

☐

Carolyn Lane

☐

Kyle Koonce

☒

Phoebe Emory

☐

Please sign beside your name:

Mike Haddock

Signature: Mike Haddock

Frank Emory

Signature: _____

April Aycock

Signature: _____

Charlie Dunn Jr.

Signature: _____

Sondra Ipock-Riggs

Signature: _____

James Harper

Signature: _____

Charlie Gray

Signature: _____

Ballot

LCC Board of Trustee Position

Shumata Brown

☐

Mandy Marshborn

☐

Carolyn Lane

☐

Kyle Koonce

☒

Phoebe Emory

☐

Please sign beside your name:

Mike Haddock

Signature: _____

Frank Emory

Signature: _____

April Aycock

Signature: _____

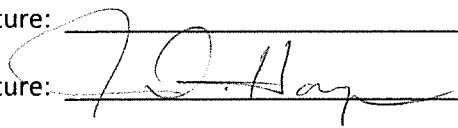
Charlie Dunn Jr.

Signature: _____

Sondra Ipock-Riggs

Signature: _____

James Harper

Signature:  _____

Charlie Gray

Signature: _____

Ballot

LCC Board of Trustee Position

Shumata Brown

☐

Mandy Marshborn

☐

Carolyn Lane

☐

Kyle Koonce

☒

Phoebe Emory

☐

Please sign beside your name:

Mike Haddock

Signature: _____

Frank Emory

Signature: _____

April Aycock

Signature: _____

Charlie Dunn Jr.

Signature: _____

Sondra Ipock-Riggs

Signature: _____

James Harper

Signature: _____

Charlie Gray

Signature: Charlie Gray

Ballot

LCC Board of Trustee Position

Shumata Brown



Mandy Marshborn



Carolyn Lane



Kyle Koonce



Phoebe Emory



Please sign beside your name:

Mike Haddock

Signature: _____

Frank Emory

Signature: _____

April Aycock

Signature: _____

Charlie Dunn Jr.

Signature: Charlie Dunn Jr.

Sondra Ipock-Riggs

Signature: _____

James Harper

Signature: _____

Charlie Gray

Signature: _____

Ballot

LCC Board of Trustee Position

Shumata Brown

☒

Mandy Marshborn

☐

Carolyn Lane

☐

Kyle Koonce

☐

Phoebe Emory

☐

Please sign beside your name:

Mike Haddock

Signature: _____

Frank Emory

Signature: _____

April Aycock

Signature: _____

Charlie Dunn Jr.

Signature: _____

Sondra Ipock-Riggs

Signature: Sondra Ipock Riggs

James Harper

Signature: _____

Charlie Gray

Signature: _____

NORTH CAROLINA

AGREEMENT

JONES COUNTY

THIS AGREEMENT made and entered into the Contract Date ("Agreement") and effective as of the Effective Date, by and between **TOWN OF MAYSVILLE**, a municipal corporation of the State of North Carolina ("Town"); and **JONES COUNTY**, a body politic and corporate of the State of North Carolina ("County").

WITNESSETH:

ARTICLE 1

Definitions

- 1.1 **"Agreement"** means and refers to this Agreement, and any amendments hereto.
- 1.2 **"Contract Date"** means and refers to the date on which the signatures of authorized officials from both Town and County are affixed to this Agreement or upon multiple originals as permitted by Section 8.7 of this Agreement .
- 1.3 **"County"** means and refers to Jones County, a body politic and corporate of the State of North Carolina.
- 1.4 **"Effective Date"** means and refers to the 17th day of June, 2019 .
- 1.5 **"Town"** means and refers to the Town of Maysville, a municipality of the State of North Carolina.

ARTICLE 2

Recitals

- 2.1 Town has requested that Jones County temporarily provide it with bulk potable water, so that the Town may retail the same to serve its customers.
- 2.2 County has agreed to temporarily supply bulk potable water to the Town so that the Town may retail the same to serve its customers.
- 2.3 The parties therefore enter into this Agreement to provide a more complete understanding of their responsibilities and obligations.

ARTICLE 3
Purpose of Agreement

The purpose of this Agreement is to set forth the mutual responsibilities and duties of the parties as to the provisions of bulk water services.

ARTICLE 4
Authority for Agreement

This Agreement is executed pursuant to the authority granted by, *inter alia*;

- 4.1 N.C.G.S. Chapter 160A, Article 20 "Interlocal Cooperation";
- 4.2 N.C.G.S. Section 160A-322 "Contracts for Electrical Power and Water";
- 4.3 N.C.G.S. Chapter 160A, Article 16 "Public Enterprises"; and
- 4.4 N.C.G.S. Chapter 153A, Article 15 "Public Enterprises".

ARTICLE 5
Obligations of Town

5.1 Town shall determine the amount of all water received by it from the Town, beginning on the Effective Date and continuing until such time as this Agreement is terminated. Town shall keep and maintain sufficient records, documentation and information to determine and verify the amount of water received, and shall provide the same to the County with all payments required under Section 5.2 below. If the Effective Date precedes the Contract Date, the Town shall also provide such records, documentation and information for any billing period beginning on the Effective Date through the first reporting due date.

5.2 On a monthly basis, Town shall pay County for water supplied by County to the Town. The rate charged to the Town by the County shall initially be \$3.66 per one thousand gallons. Such payment shall be due within ten (10) days after each of the Town's billing cycles during the term of this Agreement. If the Effective Date precedes the Contract Date, the Town shall remit with its first payment hereunder any fees for water previously supplied by the County to the Town beginning on the Effective Date through the first payment due date.

5.3 County may discontinue supplying water pursuant to this Agreement if any bill is not paid within thirty (30) days of the date on which it is due; provided however, County shall hand deliver written notice to the Town Finance Officer, the Town Manager, and the Mayor of the Town of Maysville five (5) days prior to the date on which it proposes to discontinue supplying water. To the extent that it may legally do so, Town agrees that it shall indemnify and hold County harmless from any all claims, suits, actions, debts, damages, costs, charges, and expenses, including court costs and attorneys fees, and against all liability, losses, and damages that result or arise from this continuance of water supplies pursuant to this Section.

ARTICLE 6
Obligations of County

6.1 County shall provide bulk potable water to Town through the existing interconnection between the two parties' systems. The water so delivered shall be of the same quality and standard otherwise provided to users of the County's water system.

6.2 If County determines that the operation of its water system requires it to discontinue temporarily all or part of the supply of water to the Town hereunder, County may do so upon at least thirty (30) days written notice to the Town; or in the event of an emergency, less than thirty (30) days but with as much advance written notice to the Town as possible. To the extent that it may legally do so, Town agrees that it shall indemnify and hold County harmless from any and all claims, suits, actions, debts, damages, costs, charges, and expenses, including court costs and attorney fees, and against all liability, losses, and damages that result or arise from this discontinuance of water supplied pursuant to this Section.

6.3 It is specifically understood and agreed that the responsibility of the County under this Agreement is limited to its providing potable water to the Town at the point of delivery. To the extent that it may do so, Town agrees that it shall indemnify and hold County harmless from, and County shall not be liable for any and all claims, suits, actions, debts, damages, costs, charges, and expenses, including court cost and attorney fees, and against all liability, losses, and damages that result or arise from water, quality, lack of water, interruption or discontinuance of the water supply, or the use of the water.

ARTICLE 7
Term and Termination

This Agreement shall commence on the Contract Date, and except as otherwise provided in this Agreement, may be terminated as follows:

7.1 This Agreement shall terminate at 11:59 p.m., June 30th, 2020. In the event that after this date of termination Town requests and County consents to provide water, the cost in Section 5.2 shall immediately be amended to \$3.66 per one thousand gallons.

7.2 This Agreement may be terminated in accordance with any of the provisions of Article 5 or 6.

7.3 This Agreement may be terminated without cause by either party on sixty (60) days' advance written notice.

ARTICLE 8
Miscellaneous

8.1 **Entire Agreement; Modification.** This Agreement supersedes all prior agreements and constitutes the entire agreement between the parties hereto with regard to the subject matter hereof. It may not be amended or modified except by an instrument executed by all parties.

8.2 Severability. If any of the provisions of this Agreement shall be held by a court of competent jurisdiction to be unconstitutional or unenforceable, the decision of such court shall not affect or impair any of the remaining provisions of this Agreement, and the parties shall, to the extent they deem to be appropriate, take such actions as are necessary to correct any such unconstitutional or unenforceable provision. It is hereby declared to be the intent of the parties to this Agreement that this Agreement would have been approved and executed had such an unconstitutional or unenforceable provision been excluded therefrom.

8.3 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns.

8.4 Assignment. Except as may otherwise be expressly provided herein, no party may assign any right, obligation, or liability arising hereunder without the other party's prior written consent. Any such assignment or attempted assignment shall be null and void.

8.5 Notices. All notices required or permitted to be provided or furnished by either party to the other, shall be in writing and shall be delivered in person with signed receipt or sent by United States certified mail, postage prepaid, return receipt requested, or by fax. Any notice shall be deemed to have been given on the date of delivery indicated on the return receipt, signed receipt, or fax confirmation sheet. Notices shall be sent to the last address provided by the other party. Initially, addresses for notice shall be as follows:

Town of Maysville
Post Office Box 856
Maysville, NC 28555
Attention: Mayor

Jones County
Post Office Box 266
Trenton, NC 28585
Attention: Manager

8.6 Headings. Headings in this Agreement are for convenience and reference only and shall not be used to interpret or construe its provisions.

8.7 Multiple Originals. This Agreement may be executed in duplicate multiple originals, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

8.8 Governing Law; Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of North Carolina. Venue for any action, whether at law or in equity, shall be in Jones County.

8.9 Consideration. The consideration for the execution of this Agreement is the agreement among the parties affixing their signatures hereto to agree to the matters and things set forth herein.

8.10 Force Majeure. No failure or delay in performance of this Agreement by the County shall be deemed to be a breach of this Agreement when such failure or delay is occasioned by or due to an act of God, fire, strike, lockout, court order, act of terrorism or any other reason of a like nature that is beyond the reasonable control of County; PROVIDED HOWEVER, that County shall commence performance within a reasonable period following the removal of any such occurrence, if performance was not made impossible thereby. County shall provided written notice to Town of any failure or delay in performance cause by such occurrence within ten (10) days of the occurrence. To the extent it may legally do so, Town agrees that it shall indemnify and hold County harmless from any and all claims, suits, actions, debts, damages, costs, charges, and expenses, including court costs and attorney fees, and against all liability, losses, and damages that result or arise from this discontinuance of water supplied hereunder.

8.11 Full Understanding. County and Town have both read and fully understand the terms of this Agreement. Each party has had the opportunity to have this Agreement review by legal counsel. The rule of construction provided that ambiguities in an agreement shall be construed against the party drafting the same shall not apply.

**THE REMAINDER OF THE PAGE HAS BEEN INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS**

IN TESTIMONY WHEREOF, the Town has caused this instrument to be executed in its corporate name by its Mayor and its seal to be hereunto affixed and attested by its Town Clerk; and the County has caused this instrument to be executed in its corporate name by its Chairman and its seal to be hereunto affixed and attested by its Clerk; all as of the Contract Date.

TOWN OF MAYSVILLE

By: _____

Mayor



This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Sholante Gordon

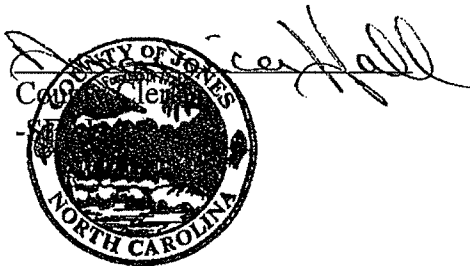
Town of Maysville Finance Officer

JONES COUNTY

By: _____

Chairman

ATTEST:



This Instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act. DATE 6/17/19
FINANCE OFFICER Brian C. Reec

State of North Carolina
County of Jones

AMENDMENT OF CONTRACT AGREEMENT
BETWEEN JONES COUNTY AND WASTE INDUSTRIES, LLC

This amendment of the contract made between Jones County and Waste Industries, LLC for solid waste collection services, dated July 1, 2014:

Section 8: Contract Term and Performance

Upon finding Waste Industries performance is satisfactory and in the best interest of the County, the contract will be extended for a 3-year period beginning July 1, 2019 and ending June 30, 2022. The term of this Contract shall automatically extend without further action of the parties for an additional three (3) years, unless, not less than 90 days before the termination of the then current term, one party advises the other in writing of its desire to terminate the Contract at the conclusion of the current term of the Contract.

All other Terms and Conditions in this section remain the same.

Section 7: Rates

Year 1: July 1, 2019 - June 30, 2020, \$15.19 per cart per month

Year 2: July 1, 2020 - June 30, 2021, \$15.64 per cart per month

Year 3: July 1, 2021 - June 30, 2022, \$16.11 per cart per month

All other Terms and Conditions of the Contract remain the same.

In witness whereof, The County and Contractor have executed this contract amendment as of this day and year first written:

Waste Industries, LLC

Jones County

By: _____

By: W. Mark Holland

Name: _____

Name: Mike Hendrix

Title: _____

Title: Chairperson

Date: _____

Date: 6/17/2019

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Brenda Reece
County Finance Officer



COUNTY OF JONES

JONES COUNTY TAX OFFICE

P.O. Box 87

Trenton, NC 28585-0087

Phone: (252) 448-2546

Fax: (252) 448-1080

Hope Avery
Tax Administrator/Assessor

Susan Riggs
Tax Collector

June 7, 2019

RE: Hood Farm Solar, LLC

In June of 2017, the previous assessor preformed a discovery of Construction in Progress on the Hood Farm Solar, LLC. With this discovery, they applied with a late exclusion application to have the 80% exclusion for solar farm equipment applied to their business personal property-construction in progress.

This late application was denied, and they were billed as a discovery for 100% of the initial cost.

Hood Farm Solar, LLC then appealed the late exclusion application denial to the Property Tax Commission, and this was lumped into one case involving various counties within the state into Appeal 16 PTC 0765 et.al.

The Property Tax Commission ruled that the 80% exclusion should be applied to construction in progress as it is considered part of the term "solar energy electric system" as defined in N.C. Gen. Stat. §105-275(45).

The counties then appealed to the Court of Appeals in case No. COA18-388 et.al., where it ruled in favor of the solar companies, and granted the partial (80%) tax exempt status to partially constructed solar energy equipment (construction in progress).

Other counties that are involved in this decision were Alamance, Bertie, Bladen, Greene, Harnett, Robeson, Rockingham, Vance, and Wayne.

In regards to our dilemma with Hood Farm Solar, LLC. With the Property Tax Commission and the Court of Appeals both ruling in favor of the solar companies. The 2017 tax bill will need to be adjusted to include the 80% exclusion.

The 2017 tax bill was billed at the 100% value with no exclusion.

The law now states that the 80% exclusion needs to be applied to the 2017 tax bill.

The 2017 bill is as follows (this is at the 100% value):

Assessed Value	2017 G01 County Tax Rate	2017 G01 County Tax Amount Billed	2017 F07 Wyse Fork Fire Tax Rate	2017 F07 Wyse Fork Fire Tax Amount Billed	2017 G01 County Late List Fee	2017 F07 Wyse Fork Late List Fee	Total 2017 Tax Bill
6,316,143	.84	\$53,055.60	.03	\$1,894.84	\$5,306.56	\$189.48	<u>\$60,446.48</u>

This bill was paid in full on 12/04/2017.



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The 2017 bill with the adjusted 80% exclusion should have been as follows:

Assessed Value	2017 G01 County Tax Rate	2017 G01 County Tax Amount	2017 F07 Wyse Fork Fire Tax Rate	2017 F07 Wyse Fork Fire Tax Amount	2017 G01 County Late List Fee	2017 F07 Wyse Fork Late List Fee	Total 2017 Tax Bill with 80% exemption
1,263,229	.84	\$10,611.12	.03	\$378.97	\$1,061.11	\$37.90	<u>\$12,089.10</u>

The total amount that will need to be released and refunded per the ruling of the Property Tax Commission and the Court of Appeals is the 80% difference which is as follows:

80% of the 2017 Assessed Value	2017 G01 County Tax Rate	80% of the 2017 G01 County Tax Amt	2017 F07 Wyse Fork Fire Tax Rate	80% of the 2017 F07 Wyse Fork Fire Tax Amt	80% of the 2017 G01 County Late List Fee	80% of the 2017 F07 Wyse Fork Late List Fee	80% of the Total 2017 Tax Bill
5,052,914	.84	\$42,444.48	.03	\$1,515.87	\$4,244.45	\$151.59	<u>\$48,356.39</u>

Two other issues have arose from Hood Farm Solar, LLC:

1. The 2018 tax bill was not paid by the final interest due date of January 7, 2019. This bill received the 80% exclusion and should have been paid in full and on time. Payment for the 2018 tax bill was received on February 12, 2019 so interest had been applied, and as of June 7, 2019 there is still a balance due of \$516.90. A second notice bill was also mailed to Hood Farm Solar, LLC in February of 2019 to no avail.
2. The 2019 Business Listing Form was never received from Hood Farm Solar, LLC. This will lead to the 2019 bill receiving the 10% late list discovery penalty. The 2019 Tax Value with the 80% exclusion will be \$2,126,241. The estimated taxes including the late list penalty for the 2019 year will be approximately \$19,646.47.

JONES COUNTY RESOLUTION #
A Resolution In Support Of Senate Bill 377
The Military Base Protection Act

WHEREAS, Jones County advocates for the existence and success of Marine Corps Air Station (MCAS) Cherry Point, 2d Marine Air Wing, and Fleet Readiness Center East; and

WHEREAS, Marine Corps aviation training is an essential component of MCAS Cherry Point's mission; and

WHEREAS, the airspace surrounding North Carolina's military installations and ranges is critical to the missions of the Armed Services in conducting aviation training and operations; and

WHEREAS, the North Carolina General Assembly previously passed legislation authorizing a temporary moratorium on wind energy construction while the impact on our military installations could be further studied and to construct a suite of maps compiling geo-spatial data on training operations provided by the installations in the State and the Armed Services they represent; and


WHEREAS, Senate Bill 377, the Military Base Protection Act, seeks to eliminate the counterproductive encroachment of industrial wind turbine developments on military aviation training in the State.

NOW, THEREFORE, BE IT RESOLVED that Jones County does hereby (1) strongly support efforts to discourage and halt building industrial wind turbine developments in all areas of the State that encroach on military aviation priorities of the Armed Services; and (2) calls on the General Assembly to adopt the Military Base Protection Act, or other legislation of similar impact.

NOW, BE IT FURTHER RESOLVED that Jones County calls on the General Assembly, and especially Senators Brown, Davis, Perry, Sanderson, E. Smith, and Steinberg and Representatives Bell, Cleveland, Kidwell, Goodwin, McElraft, Murphey, and Speciale, all of whom represent the counties impacted by military aviation training, to fully support efforts to stop wind turbine encroachment on military aviation training.

NOW, BE IT FURTHER RESOLVED that the Chairman, Vice Chairman and Commissioners of Jones County, North Carolina, other appropriate officers and its government relations representatives are authorized to take all such further action as they may deem appropriate to support the Military Base Protection Act and to advise the General Assembly and the Governor of Jones County's support.

ADOPTED, this the 17th day of June, 2019.


W. Michael Haddock, Chairman

ATTEST:


Angelica R. Hall, County Clerk

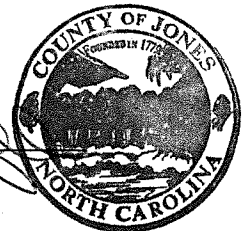




EXHIBIT N

Mr. Bryant's Request

1 message

Wendy Winslow <wwinslow@jonescountync.gov>

Fri, Jun 14, 2019 at 12:21 PM

To: Angelica Hall <ahall@jonescountync.gov>

Hi Angelica:

Mr. Jerol Bryant would like to be appointed by the commissioners to fill the Jones County vacancy of the Regional Aging Advisory Committee (RAAC).

The Regional Aging Advisory Committee is comprised of nine counties in eastern NC: Carteret, Craven, Duplin, Greene, Jones, Lenoir, Onslow, Pamlico, Wayne and is overseen by Eastern Carolina Council on Aging. The purpose of this committee is to advise the Area Agency on Aging (AAA) on matters relating to the development and administration of the Area Plan and operations conducted as specified by the Older Americans Act.

The RAAC BYLAWS are attached to this email. The Commissioners would just make a motion to appoint Mr. Bryant and vote on approval. We can use the minutes to verify his appointment.

Please let me know if you feel you need any other information. Thank you so much for your help with this.

Wendy A. Winslow
Human Services Coordinator III
Jones County Department of Social Services
418 NC Highway 58 N, Unit D
Trenton, NC 28585
(252) 448-2581, Ext: 2042

Pursuant to North Carolina General Statutes Chapter 132, Public Records, this electronic mail message and any attachments hereto, as well as any electronic mail message(s) that may be sent in response to it may be considered public record and as such are subject to request and review by third parties.

Jones County is an Equal Opportunity Provider



RAAC-Bylaws-2013a (1).doc

40K

Budget Amendment

Date: 6/13/2019

Fund: General Fund

Fiscal Year: 2018-2019 Amendment #25

Increase Revenue

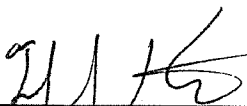
Restricted Other	Forest Receipts	11-0213-4591-00	43,097.93
Restricted DSS	HCCBG - Operations	11-0212-4586-07	41,287.00
Restricted DSS	HCCBG - Transportations	11-0212-4586-19	1,100.00
Other Revenue	Miscellaneous	11-0600-4839-02	465.43
Restricted Other	Court Facility Fees	11-0213-4323-00	5,942.48
Restricted Other	Soil and Water Conservation	11-0213-4496-00	1,338.09
Other Revenue	Advertising Sponsorship	11-0600-4839-16	4,200.00
Total Increase in Revenue			97,430.93

Increase Expenditures

School Current Expense	Forest Receipts	11-5911-5630-00	43,097.93
HCCBG	Congregate Nutrition	11-5551-5315-00	24,715.00
HCCBG	Operations	11-5551-5319-00	17,672.00
Public Buildings	Capital Under \$5000	11-4260-5500-00	465.43
Economic Development	Professional Consultant	11-4920-5199-01	4,200.00
Soil & Water	Education Expenses	11-4960-5395-00	1,250.00
Soil & Water	Cell Phone	11-4960-5322-00	88.09
Facility Fees	Capital Under \$5000	11-4160-5500-00	5,942.48
Total Increase in Expenditures			97,430.93



Chairman



County Manager



Clerk to the Board



Finance Officer

Budget Amendment

Date:

¹⁷
6/3/2019

Fund:

General Fund

Fiscal Year:

2018-2019

Amendment #26

Decrease Expenditures

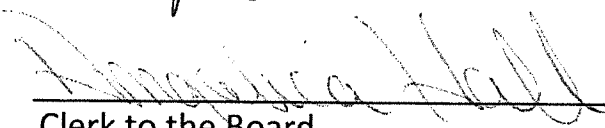
WIC Program	Salaries - Part time	11-5167-5126-00	1,637.87
Total Decrease			1,637.87


Increase Expenditures

General Health	Salaries - Part time	11-5110- ⁵¹²⁶ 5162 -00	1,485.50
Breastfeeding Peer Counselor	Salaries - Part time	11-5154-5126-00	152.37
Total Increase in Expenditures			1,637.87


Chairman


County Manager


Clerk to the Board


Finance Officer

JONES COUNTY FINANCE CORPORATION

**CONSENT OF DIRECTORS
TO ACTION WITHOUT MEETING**

We, the undersigned, being all the Directors of the Jones County Finance Corporation, a not-for-profit corporation organized and existing by virtue of the laws of the State of North Carolina, hereby do adopt the following resolutions by signing our written consent hereto, and by the execution of these minutes hereby do waive any and all formalities of meeting, including but not limited to notice, time, date, place and purpose of that meeting.

ANNUAL MEETING

RESOLVED, that the undersigned acknowledge that these minutes and the actions taken herein are in lieu of the annual meeting for 2019.

APPOINTMENT OF OFFICERS

RESOLVED, that until further action, the officers of the corporation are as follows:

Chairman	Mike Haddock, Chairman of the Jones County Board of Commissioners, <i>ex officio</i>
Vice-Chairman	Franky Howard, Jones County Manager, <i>ex officio</i>
Secretary	Angelica Hall, Jones County Clerk, <i>ex officio</i>
Treasurer	Brenda Reece, Jones County Finance Officer, <i>ex officio</i>

RATIFICATION

WHEREAS, the Board of Directors has reviewed the operation of the Corporation and the actions of the officers of the Corporation over the previous year, and desires to approve, ratify and confirm same.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the operation of the Corporation and the actions of the officers of the Corporation during the previous year be, and they hereby are, approved, ratified and confirmed.

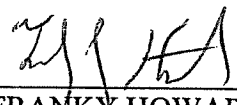
RESOLVED FURTHER, that the officers of the Corporation be, and they hereby are, commended for their efforts having been in the best interest of the Corporation and in accordance with good business purposes and practices.

This action is effective as of the 1st day of June, 2019.

JONES COUNTY FINANCE CORPORATION
BOARD OF DIRECTORS:



MIKE HADDOCK, Director



FRANKY HOWARD, Director



BRENDA REECE, Director

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